



KEY INFORMATION DOCUMENT 2022

This document sets out key information about your relationship with us, including details about pay, holiday entitlement and other benefits.

Further information can be found below in our terms of engagement or in our handbook. For any queries please email ashleigh@xeniarecruitment.com.

GENERAL INFORMATION

Name of employment business:	Xenia Recruitment Ltd
Your employer (if different from the employment business):	N/A
Type of contract you will be engaged under:	Contract for Services
Who will be responsible for paying you (if different from your employer):	Xenia Recruitment Ltd – Bank statement will show Keen Thinking Ltd (this is the payroll company we use).
How often you will be paid:	Weekly on a Friday (for any shifts worked between Monday-Sunday of the previous week)
Expected or minimum rate of pay:	£9.00 – Until 31 st March 2022 £9.50 – After 1 st April 2022 (with one event exception where any under 23s will be paid £9.18) – This will be indicated on this shift description.
Deductions from your pay required by law:	Any applicable tax or national insurance, as well pension contributions if you qualify.
Any other deductions or costs from your pay (to include amounts or how they are calculated):	The only other deduction we may make is for any unreturned borrowed uniform, travel or accommodation costs if applicable, or net advances. We do not charge any fees to any of our workers.
Any fees for goods or services:	No
Holiday entitlement and pay:	Accrued holiday pay – 12.05% of earnings. Holiday year is 1 st April – 31 st March
Additional benefits:	Travel time paid for most venues outside of Newcastle at varying rates.

EXAMPLE PAY (BASED ON A 37.5 HOUR WORK WEEK & TAX CODE 1257L)

Example rate of pay:	£9.50/hour - £356/ week
Deductions from your wage required by law:	National Insurance - £21 Tax - £23
Any other deductions or costs from your wage:	Pension (only if you qualify) would be a 5% contribution.
Any fees for goods or services:	N/A
Example net take home pay per week:	£313 (not including pension contribution)



CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT) 2022

1. DEFINITIONS

1.1. In these Terms of Engagement, the following definitions apply: –

“Actual Rate of Pay”	means the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, any other deductions which the Employment Business may be required by law to make and, any Agreed Deductions;
“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
“Confidential Information”	shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, the Temporary Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;

“Employment Business”

means Xenia Recruitment Ltd (registered company number: 13234721, registered address: Clavering House, Clavering Place, Newcastle upon Tyne, NE1 3NG).

“Leave Year”

means the period during which the Temporary Worker accrues and may take statutory leave commencing on the date that the Temporary Worker starts an Assignment or a series of Assignments and runs until the anniversary of that date;

“Temporary Worker”

means supplied by the Employment Business to provide services to the Client;

“Relevant Period”

means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

“Working Time Regulations”

means the Working Time Regulations 1989 (as amended);

- 1.2. Unless the context otherwise requires, references to the singular include the plural.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from The Temporary Worker’s pay in accordance with clause 4.1. These terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. The Temporary Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

2.4 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Temporary Worker for assignments with its Clients.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition, the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary, or which are required by law to work in the Assignment.

3.4 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.5 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4. REMUNERATION

- 4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at or above the National Minimum Wage dependent upon the assignment up to the rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour). Deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make if you are not self employed.
- 4.2. Payment will be made weekly in arrears following confirmation of the time worked.
- 4.3. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5. STATUTORY LEAVE

- 5.1 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 28 days' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year. The leave year runs from 1st April to 31st March inclusive. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the leave year.
- 5.2 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.
- 5.5 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.6 Where this contract is terminated by either party and a P45 issued, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 at the date of termination.

6. SICKNESS ABSENCE

6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2. The Temporary Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

6.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7. TIME SHEETS – PAYE (Cut off times)

Signing of Timesheets is the Candidate's responsibility.

7.1. Time sheets must be received at the end of each week of the assignment and be with the Employment Business no later than Monday by 10am. If received after this time timesheets and payment will be carried over to the following week. The Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2. Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3. Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

8. UNIFORM

Should any uniform be provided by the Employment business, the temporary worker must return this, washed and in a good condition, to a representative of the Employment business

within 5 working days after their shift, unless otherwise agreed. Should the temporary worker fail to return the items of uniform within this time period, the Employment Business can deduct the cost of the items from any monies owed to the temporary worker, which will be reimbursed on receipt of the item in question.

9. CONDUCT OF ASSIGNMENTS

9.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: –

- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- d) Not engage in any conduct detrimental to the interests of the Client;
- e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

9.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

9.3. If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

9.4. The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker.

10. TERMINATION

10.1. The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

10.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

10.3. If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 9.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 9.2.

10.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

10.5. If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

11. CONFIDENTIALITY

11.1 In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. INTELLECTUAL PROPERTY RIGHTS

The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as the

Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

13. DATA PROTECTION

13.1 The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

13.1.1 The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

13.1.2 processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

13.1.3 exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

13.1.4 for the purposes of any legal proceedings (including arbitration); or

13.2 in the case of a Temporary Worker who is a member of a professional body, the provision of information to that professional body;

13.3 Nothing in clause 11.2 shall preclude the Employment Business from disclosing information about the Temporary Worker where it is entitled to do so under the provisions of the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Business Regulations 2003 (as amended), the Data Protection Act 1998 or as it is otherwise entitled to do so by law.

14. LAW

14.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

Date: _____

*Signed by the Temporary Worker**

N.B. We must be in receipt of signed copy before payment.